Inst # 2002-18583
04/22/2002-18583
12:48 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MSB 138.50

After Recordation Return to:
COMPASS BANK
P. O. Box 10566
Birmingham, AL 35296

MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE

77-210000 8009

01315

BORROWER	MORTGAGOR
ANTHONY CIULLA HOLLI L CIULLA	ANTHONY CIULLA, A/K/A ANTHONY P CIULLA, AND WIFE HOLLI L CIULLA
ADDRESS	**ADDRESS**
4063 MILNERS CRESCENT BIRMINGHAM, AL 35242	4063 MILNERS CRESCENT BIRMINGHAM, AL 35242
TELEPHONE NO. IDENTIFICATION NO.	TELEPHONE NO. IDENTIFICATION NO.

ADDRESS OF REAL PROPERTY: 4063 MILNERS CRESCENT
BIRMINGHAM, AL 35242

THIS MODIFICATION AND EXTENSION OF PROMISSORY NOTE/MORTGAGE, dated the 29th day of March, 2002, is executed by and between the parties identified above and Compass Bank , 15 South 20th Street, Birmingham, AL 35233 ("Lender").

A. On March 01, 2000, Lender made a loan ("Loan") to Borrower evidenced by Borrower's promissory note or agreement ("Note") payable to Lender in the original principal amount of Thirty Seven Thousand Eight Hundred and no/100 Dollars ($ 37,800.00), which Note is secured by a mortgage ("Mortgage") dated March 01, 2000, executed by Mortgagor for the benefit of Lender and encumbering the real property described on Schedule A ("Property"), and recorded on March 06, 2000 at PROBATE OFFICE BOOK/PAGE: 2000/6967 in the records of the SHELBY COUNTY of SHELBY County, Alabama. The Note and Mortgage and any other related documents are hereafter cumulatively referred to as the "Loan Documents".

B. The Note and Mortgage are hereby modified as follows:

1. TERMS OF REPAYMENT.

[X] The maturity date of the Note is extended to March 29, 2037, at which time all outstanding sums due to Lender under the Note shall be paid in full, and the Mortgage is modified accordingly. The parties acknowledge and agree that, as of March 29, 2002, the unpaid principal balance due under the Note was $ 81,000.00, and the accrued and unpaid interest on that date was $ 0.00. The new repayment terms are as follows:

2. ADDITIONAL MODIFICATIONS.

[X] The Note and Mortgage are further modified as follows:
EFFECTIVE MARCH 29, 2002, THE MORTGAGE LOAN AMOUNT WAS INCREASED TO $81,000.00 FROM $37,800.00.

C. Additional Representations, Warranties and Agreements.

Mortgagor represents and warrants that Mortgagor owns the property free and clear of any liens or encumbrances other than the liens described on Schedule B below. Except as expressly modified herein, all terms and conditions of the Loan Documents shall remain in full force and effect. The parties hereby adopt, ratify and confirm these terms and conditions as modified. Borrower and Mortgagor agree to execute any additional documents which may be required by Lender to carry out the intention of this Agreement. As of the date of this Agreement, there are no claims, defenses, setoffs or counterclaims of any nature which may be asserted against Lender by any of the undersigned.

SCHEDULE A

The following described real property located in the County of SHELBY, State of Alabama:

LOT 24, ACCORDING TO THE 1ST AMENDED PLAT OF GREYSTONE FARMS, MILNER'S CRESCENT SECTOR, PHASE 1 AS RECORDED IN MAP BOOK 19, PAGE 140 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SCHEDULE B

FIRST LIEN MORTGAGE: BANK AMERICA IN THE AMOUNT OF $260,000.00 DATED AUGUST 26, 1998.

MORTGAGOR: ANTHONY CIULLA

Anthony Ciulla

ANTHONY CIULLA

MORTGAGOR: HOLLI L CIULLA

Holli L. Ciulla

HOLLI L CIULLA

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR

Inst # 2002-18583

MORTGAGOR:

MORTGAGOR:

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BORROWER: ANTHONY CIULLA

Anthony Ciulla

ANTHONY CIULLA

BORROWER: HOLLI L CIULLA

Holli L. Ciulla

HOLLI L CIULLA

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

BORROWER:

LENDER: Compass Bank

By: Matthew K. Todsen

MATTHEW TODSEN
LOAN OFFICER

State of Alabama)

County of Shelby)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Anthony Ciulla & Holli Ciulla whose name(s) is/are signed to the foregoing instrument and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3RD day of April, 2002.

(Notarial Seal)

John Singer

Notary Public

State of Alabama)

County of ________)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that ____

whose name(s) as ____
of ____, a ________________________ is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they/he/she, as such ________________ and with full authority, executed the same voluntarily for and as the act of said ________________________

Given under my hand and official seal this ______ day of ________________, ______.

(Notarial Seal)

____
Notary Public

THIS DOCUMENT WAS PREPARED BY: VERONICA LAWS, AN EMPLOYEE OF COMPASS BANK

AFTER RECORDING, RETURN THIS DOCUMENT TO LENDER.